



**REQUEST FOR PROPOSALS
FOR
MATERIAL HAUL TRUCKING SERVICES**

Bid Due Date:

2:00 p.m., Tuesday, August 3, 2021

Contact: **Kimberly Toon**, Purchasing Manager
Finance Department - Purchasing Office
433 Hay Street
Fayetteville, NC 28301
ktoon@ci.fay.nc.us

910-433-1942

OWNER:
CITY OF FAYETTEVILLE
433 Hay Street
Fayetteville, North Carolina 28301

A message from the City of Fayetteville City Manager, Douglas J. Hewett, ICMA-CM

The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE's and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts.

The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors. Towards this end the City's Charter has been amended by the General Assembly (H.B. 198) to allow the City to establish a race and gender neutral small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include subcontracting goals and good-faith effort requirements to enhance participation by small business enterprises located in Cumberland and Hoke Counties.

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

CITY OF FAYETTEVILLE

A handwritten signature in black ink, appearing to read "Douglas J. Hewett", is written over the printed name.

Douglas J. Hewett, ICMA-CM
City Manager

REQUEST FOR PROPOSALS for Material Haul Trucking Services

Issued By:

City of Fayetteville and Fayetteville-Cumberland Parks & Recreation
433 Hay Street
Fayetteville, NC 28302

The City of Fayetteville and Cumberland Parks & Recreation is issuing a Request for Proposal (RFP) for contractor assistance for the purpose of Hauling Material(s).

Contractor will deliver one (1) original RFP to the following Address:

City of Fayetteville and Fayetteville-Cumberland Parks & Recreation
433 Hay Street
Fayetteville, NC 28302

Office hours are 8:00 am to 5:00 pm, Monday through Friday, excluding holidays.

Proposal Due Date and Time

Tuesday, August 3, 2021 at 2 p.m.

Proposals received after the above cited date and time will be considered late and are not acceptable.

Please make sure the envelope or package is marked:
"TRUCKING SERVICES for MATERIAL HAULING RFP"

Please make sure to use the included Proposal Sheet
Any questions regarding this RFP contact Kimberly Toon at (910) 433-1942.
Thank you for your interest.

I. PURPOSE OF PROPOSAL

The City and Cumberland Parks & Recreation is seeking contractor assistance to provide trucking services for hauling materials. The Contractor must have a minimum inventory of one (1) tandem (quad and tri axle will be acceptable) dump/trailer trucks that are fully operational to meet the minimum requirements of this RFP.

II. PROPOSAL TERMS:

The City and Cumberland Parks & Recreation reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, contractors' qualifications and capabilities to provide the specified service. The City and Fayetteville-Cumberland Parks & Recreation reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the City's and Fayetteville-Cumberland Parks & Recreation specifications and needs.

Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 60 days. Failure of the successful proposer to accept the obligation of the contract may result in the cancellation of any award.

In the event it becomes necessary to revise any part of this RFP an addenda will be provided. Deadlines for submission of RFPs may be adjusted to allow for revisions. To be considered, original proposal and amended proposal must be at the City of Fayetteville's Purchasing Office on or before the date and time specified.

The prices stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened to the mutually agreed end date of contract.

III. SCOPE OF SERVICES

During the course of the year, the City and Fayetteville-Cumberland Parks & Recreation requires material hauling assistance from private contractors to supplement the City and Fayetteville-Cumberland Parks & Recreation Material Hauling operations. The City and Cumberland Parks & Recreation City intends to sign contracts for at least eighteen (18) trucks for Material Hauling purposes.

Contractors who undertake the work will be required to perform services pursuant to the terms described in this Request for Proposal (RFP). The City and Cumberland Parks & Recreation shall retain the right to remove any Contractor if Contractor fails to meet and maintain the terms described in this RFP or fails to perform work in a workman-like manner within the demands and time constraints established by the City and Cumberland Parks & Recreation for the service.

Term of Contract: The initial term of this contract shall be for one (1) year commencing on July 1, 2021 and expiring June 30, 2022. The term of this agreement may be extended for one-year periods for a maximum of two (2) additional years, if approved and accepted in writing by both the contractor and the city prior to April 30th of the appropriate year. Contractor performance, quality of service, price, and reliability are some of the criteria that will be used as a basis for the City and Cumberland Parks & Recreation to exercise an option year. The awarded contractor or city may submit a written notification requesting to exercise the extension by no later than April 15th of the appropriate year. The initial agreement places no obligation on the City and Cumberland Parks & Recreation to renew beyond the initial term of the contract.

Rates: Contractor agrees that rates as set forth in the bid will remain in effect through June 30, 2022.

Invoice: Contractor shall invoice the City and Cumberland Parks & Recreation within 30 days of a completed service. The City and Cumberland Parks & Recreation shall make payment within 30 days of receipt of invoice.

IV. PROCEDURE

Submittal Requirements: Contractors must complete the Proposal Form keeping in mind the following:

1. Rates per Unit per Hour quoted on the proposal shall be valid until June 30, 2022. Unit hourly pricing must be inclusive; that is, cost of equipment, all labor costs, overhead, etc. Unit refers to each piece of equipment with operator(s).
2. Please include with your proposal a list of equipment (size, count, etc.) that are available and will be used for the City and Cumberland Parks & Recreation's Material Hauling operations.

V. GENERAL REQUIREMENTS

1. All trucks must be capable of carrying a minimum of 11 CY of material per load.
2. Contractor must ensure that all trucks used must be properly registered and inspected. The City and Cumberland Parks & Recreation reserves the right to verify this information.
3. Trucks used for Material Hauling shall have clean, end/side-dump boxes with no material staying in the box when unloaded. If truck does have condition in which material remains, the City and Cumberland Parks & Recreation personnel will remove the truck from operation and billable time will stop upon notification to driver. Truck will not be allowed to return until material condition is corrected and visually inspected by city personnel.
4. All drivers must be properly licensed operators. Contractor is responsible for updating operator information as necessary. The City and Cumberland Parks & Recreation reserves the right to verify this information.
5. Contractor must provide contact information for designated representative for truck scheduling. The inability to make contact with Contractor within a reasonable amount of time is cause for the City and Cumberland Parks & Recreation to use other Contractors.
6. The City and Cumberland Parks & Recreation shall have no obligation to engage the services of the Contractor for a specified number of times.
7. Contractor shall be knowledgeable and comply with all federal, state, and local laws, rules, regulations and ordinances that may be applicable to the operation of the equipment provided by Contractor for material removal trucking services.
8. This contract is binding on the City and Cumberland Parks & Recreation and the contractor, their successors and assigns. Neither the City and Cumberland Parks & Recreation nor the contractor will assign or transfer its interest in this contract without the written consent of the other.
9. Termination without cause. Either party may terminate the contract by giving ten (10) days written notice to the other party.
10. The contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the city against such liability.
11. The contractor will comply with all federal, state, and local laws and regulations. All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the contractor. During the performance of the service, the contractor will be responsible for any loss of or damage to the documents which are in its possession and must

restore the loss or damage at its expense. Any use of the information and results of this contract by the contractor must reference the project sponsorship by the City and Cumberland Parks & Recreation.

VI. PAYMENT

Payment will be based on the following items:

1. The hourly rate bid for each truck.
2. Time for payment will commence at the specified time the truck has been told to report, provided the truck is at the reporting location on time.
3. The time for payment will terminate when the City and Cumberland Parks & Recreation releases the truck.
4. Payment will be computed to the nearest one-half (1/2) hour.
5. **ABSOLUTELY NO PAYMENT WILL BE MADE FOR TIME LOST DUE TO TRUCK BREAKDOWNS, MAINTENANCE OR REPAIRS, LUNCH OR DINNER PERIODS OR ANY OTHER REASONS THAT TAKE THE TRUCK OUT OF SERVICE.**
6. **LUNCH OR DINNER PERIODS:** It is expected that operators be given rest periods and time to eat. Any billing for more than eight (8) hours in one day will have thirty (30) minutes deducted for a lunch period.
 - a. For example: if the operator works from 8:00AM to 8:00PM, a period of 12 hours, the amount billed and to be paid shall be 11 ½ hours.
7. Payment will be made to the contractor within thirty (30) days after the City and Cumberland Parks & Recreation receives the invoice from the contractor and verifies that the invoice is correct.
8. The bill or invoice sent to the City and Cumberland Parks & Recreation shall show the dates and hours for each truck.

VII. INSURANCE REQUIREMENTS

VIII. NEGOTIATION

After evaluating proposals, the city may enter into negotiations with one contractor or multiple contractors. The primary purpose of negotiations is to maximize the City and Cumberland Parks & Recreation's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one contractor or multiple contractors. Negotiations will be structured to safeguard information and ensure that all bidders are treated fairly.

City of Fayetteville Request for Proposal Material Hauling Trucks for FY21		Contractor: _____ Address: _____ _____ Phone: _____ Email: _____	
Due Date: August 2, 2021			
QUANTITY	DESCRIPTION		UNIT PRICE
	<i>Truck Capacity</i>	<i>Est. Number of Trucks Available</i>	
_____	11-15 Cubic Yards	_____	BID/hour \$ _____
_____	15-20 Cubic Yards	_____	BID/hour \$ _____
_____	20+ Cubic Yards	_____	BID/hour \$ _____
Successful bidders will be issued contracts for the fiscal year. No other authorization will be valid. Invoicing instructions will be included therein.			
The City reserves the right to accept or reject any or all proposals, or alternate proposals, and to wave any informality.			

**CITY OF FAYETTEVILLE
GENERAL CONTRACTING AGREEMENT**

This agreement ("Agreement") is made this _____ day of _____, 2021 between _____ henceforth known as "Contractor," and the **City of Fayetteville**, henceforth known as "City."

Pursuant to the work described in the **Proposal (Exhibit A)** provided by _____ the Contractor and City agree to the following:

**Section 1
The Work**

The Contractor and City agree that the following scope of work will be done for:

Total Project Bid: _____

**Section 2
Timeline**

The Contractor and City agree that the work detailed above will be completed according to the following timeline:

Work Start: _____
Work Completion: _____

Any delays that arise during the course of the work must be discussed with City immediately.

**Section 3
Payment**

City agrees to pay the Contractor a total of _____ payable in the following manner:

100% upon completion and approval of the final product.

**Section 4
Changes**

Any changes made to plans, materials used, time needed, or any other portion of the work must be discussed with City prior to any decisions.

**Section 5
Permits**

Contractor agrees to secure any permits necessary so that this work will be done within the parameters of the laws of **North Carolina**. Contractor agrees that any fees for these permits are already included in the total amount charged to the City.

Section 6 Workers

Contractor agrees that any laborer, subContractor and/or employee that he/she hires for the purposes of this job is legally permitted to work in this function in this country.

Contractor is an independent contractor, and has no authority to act as an agent of City, nor enter into any contract or agreement for or on behalf of City. Contractor is not an employee of City and is not entitled to any benefits provided employees of City, including, but not limited to, workers' compensation, medical care, leave benefits and retirement. Contractor shall be responsible for the payment of all federal, state, and local taxes that may be due as a result of this Agreement.

Section 7 SubContractors

City agrees that the Contractor may hire subContractors at his/her discretion, provided that Contractor agrees that the payment for said subContractor is entirely the Contractor's responsibility. City is not in any way liable for a subContractor's missed payment.

Section 8 Insurance Requirements

The Contractor shall not commence work under this Agreement until he has obtained all insurance required under this paragraph, and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subContractor to commence work on his subcontract until all similar insurance has been so obtained and approved. See Other Provisions Section (2) (c) below titled "SubContractor."

The insurance required for this Agreement is as follows:

(a) **Commercial General Liability:** The Contractor shall take out and maintain during the life of this Agreement commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.

(b) **Commercial Automobile Liability:** The Contractor shall take out and maintain during the life of this Agreement commercial automobile liability insurance with limits of no less than \$250,000 per person, \$500,000 per occurrence for bodily injury and \$1,000,000 for property damage for owned, non-owned, and hired automobiles.

(c) **Workers' Compensation and Employers' Liability Insurance:** If the

Contractor employs three or more employees, the Contractor shall take out and maintain during the life of this Agreement workers' compensation insurance with limits for Coverage A Statutory – State of North Carolina, as required by the laws of the State of North Carolina, and Coverage B Employers' Liability with limits of \$500,000 each accident and policy limit, including occupational disease coverage with limits of \$500,000 for each employee, for all employees employed on the project. In case any employee(s) engaged in work under this Agreement is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.

Acceptability of Insurance

All insurance policies shall be written by insurers licensed to do business in North Carolina. It is realized that certain business activities may not be readily insurable by admitted carriers. If insurance is written by non-admitted carriers whose names appear on the current listing of approved and non-admitted carriers prepared by the North Carolina Department of Insurance, such carriers will be favorably considered assuming they meet all other requirements. Non-admitted carriers should be so identified on the Certificate of Insurance form. The City reserves the right to reject any and all certificates or policies issued by insurers with an A.M. Best's Financial Strength Credit Rating less than A.

Indemnity Provision

To the extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of the Contractor, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by the Contractor does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law. Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the City or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the negligence of the Contractor, his subContractor, agents, and employees, in the performance of the work/service set forth in the Standard Specifications and Special Provisions, and any changes, addenda, or modifications including losses, expenses or damages sustained by the City, and agrees to indemnify and hold harmless the City, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this Agreement, Contractor agrees to purchase and maintain during the life of this Agreement contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Other Provisions:

- (1) Any deductible or self-insured retention must be declared to and approved by

the City.

(2) The policies are to contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability Coverage

1) The City, its officials, employees and volunteers are to be covered as additional insureds with respect to the following: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

2) The Contractor's insurance coverage shall be primary insurance covering the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Contractor, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

City Purchasing Office
P.O. Box 1089
Fayetteville, NC 28301

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, and volunteers. In the event the City is damaged by the failure of the Contractor to maintain such insurance and to so notify the City, the Contractor shall bear all reasonable costs properly attributable thereto.

(c) SubContractors

Contractor shall include all subContractors as insurers under its policies OR shall furnish separate certificates and endorsements for each subContractor. All coverages for subContractors shall be subject to all of the requirements stated herein.

(d) No Waiver of Immunity

Any insurance coverage required by the terms of this Agreement shall not be deemed a contract of insurance purchased by the City nor a waiver of the City's immunity pursuant to NCGS 160A-485.

Section 9
Cleanup

Contractor agrees that any debris, equipment, etc. will be removed from the area upon completion of the job. The location will be returned to the state in which it was found prior to the work, excepting, of course, the changes made as a result of the work.

Section 10
Terms and Conditions

CITY'S TERMS SUPERSEDE: To the extent a conflict exists between the terms of this Agreement and the terms and conditions in any of the attachments to the Agreement, the terms of this Agreement shall govern.

Section 11
E-Verify

Contractor acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Contractor pledges, attests and warrants through execution of this contract that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this contract.

Section 12
Other Provisions

Binding Effect - This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors and assigns.

Nondiscrimination - The Contractor agrees not to discriminate by reason of age, race, religion, color, sex, national origin, disability or other applicable law while performing the services required herein. The Contractor further agrees not to discriminate in accordance with federal and state laws while performing the services required herein.

Morality Clause - If, in the sole opinion of the City, at any time Contractor or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by the City or are scandalous or inconsistent with community standards or good citizenship or may adversely affect the City's finances, public standing, image, or reputation or are embarrassing or offensive to the City or may reflect unfavorably on the City or are derogatory or offensive to one or more employee(s) or customer(s) of the City, the City may immediately upon written notice to Contractor terminate this Agreement, in addition to any other rights and remedies that the City may have hereunder or at law or in equity.

Assignment - It is the intent of this Contract to secure the personal services of Contractor and failure of Contractor for any reason to make the personal services available to the City of Fayetteville for the purposes described in this contract shall be cause for termination of this contract. Contractor shall not assign this contract without prior written consent of the City of Fayetteville.

Governing Law - The validity, interpretation and execution of this Agreement and the performance of and right accruing under this Agreement are all to be governed by the laws of North Carolina.

Venue and Forum Selection - The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Twelfth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

Compliance with Laws - Contractor agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

Entire Agreement - This Agreement constitutes the entire agreement between the parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each Contractor.

Severability - The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform to the purposes of this Agreement and the requirements of applicable law.

Non-Appropriation Clause - Notwithstanding any other provisions of this contract, the parties agree that payments due hereunder from the City are from appropriations and monies from the City Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this agreement for any fiscal year, this contract shall terminate immediately without further obligation of City of Fayetteville.

Force Majeure - Neither Party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Termination for Cause - In the event of substantial failure by Contractor to perform in accordance with the terms of this contract, City of Fayetteville shall have the right to terminate Contractor upon ten calendar (10) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed.

Termination for Convenience - Upon thirty (30) calendar days' written notice to Contractor, the City of Fayetteville may, without cause and without prejudice to any other right or remedy legally available to the City of Fayetteville, terminate this Contract. Upon such notice, Contractor shall have neither the obligation nor the right to perform services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, Contractor shall be paid for the completed and accepted work executed in accordance with this Contract prior to the written notice of termination. Additionally, upon mutual agreement, Contractor may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Contract, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days' after the written notice is sent by the City of Fayetteville.

Attest:

CITY OF FAYETTEVILLE:

PAMELA MEGILL
City Clerk

ADAM J. LINDSAY
Assistant City Manager

Date

VENDOR

By: _____

Title: _____

Address: _____

Phone: _____

Date: _____

Vendor Signature

This instrument has been pre-audited in the manner
Required by the Local Government Budget and Fiscal
Control Act.

JAY TOLAND
Assistant City Manager/ Chief Financial Officer